

**FIRST AMENDMENT  
TO  
NATIONAL GRID USA SERVICE COMPANY, INC.  
SERVICE AGREEMENT**

Dated as of May 16, 2019  
(“Amendment Effective Date”)

Reference is made to that certain Service Agreement dated as of November 5, 2012 by and between National Grid USA Service Company, Inc., a Massachusetts corporation, and each of the affiliated companies that are a party thereto (the “Agreement”). Unless otherwise defined herein, all capitalized terms in this First Amendment to National Grid USA Service Company, Inc. Service Agreement (“First Amendment”) shall have the meanings set forth in the Agreement.

**WHEREAS**, the Parties have determined to amend the Agreement as set forth below;

**NOW, THEREFORE**, in consideration of the promises and mutual agreements contained herein and of other consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Parties agrees as follows:

1. Section 4.4 of the Agreement is hereby deleted and replaced in its entirety with the following:

“4.4 Partial Execution; Additional Client Companies. This Agreement shall become effective between Service Company and each Client Company that delivers an executed counterpart of this Agreement as of the Effective Date (without regard to whether any or all other entities listed on the signature pages below have executed this Agreement by the Effective Date). After the Effective Date, any new or existing Affiliate of National Grid USA may become an additional Client Company under this Agreement by executing and delivering to Service Company a counterpart of this Agreement or an Accession (such Accession to be substantially in the form attached hereto as Exhibit II); and this Agreement shall be effective with respect to each such additional Client Company from and after the execution date of such counterpart or Accession. The term “Affiliate” as used in this Section shall include National Grid North America Inc., as National Grid USA’s direct parent, and any person or entity directly or indirectly controlling, controlled by, or under common control with, National Grid North America Inc.; “control” of a person or entity shall mean the ownership of, with right to vote, 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person or entity.”

2. Except as specifically amended above, the Agreement shall remain in full force and effect in accordance with its terms, is hereby ratified and confirmed, and shall govern the rights and obligations of the Parties. This First Amendment is for the use and benefit of the Parties only, and not for the use and benefit of any other person, party, or entity.
3. This First Amendment may not be amended or modified in any way, and none of its provisions may be waived, except by a writing signed by an authorized representative of the Party against whom the amendment, modification or waiver is sought to be enforced. This First Amendment shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.
4. This First Amendment may be executed in multiple counterparts, each of which shall be considered an original. The exchange of copies of this First Amendment and of signature pages by facsimile or other electronic transmission (including, without limitation, by e-mailed PDF) shall constitute effective execution and delivery of this First Amendment as to the Parties and may be used in lieu of the original First Amendment for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means (including, without limitation, by e-mailed PDF) shall be deemed to be their original signatures for all purposes.

*[Signatures are on following page.]*

**IN WITNESS WHEREOF**, all of the current Parties to the Agreement have caused this First Amendment to be executed on their behalf by their respective duly authorized signatories as of the Amendment Effective Date.

**National Grid USA Service Company, Inc.**

By: 

Name: David H. Campbell  
Title: Vice President

**KeySpan Plumbing Solutions, Inc.**

**Metro Energy L.L.C.**

**National Grid Algonquin LLC**

**National Grid Connect Inc.**

**National Grid Energy Management LLC**

**National Grid Energy Services LLC**

**National Grid IGTS Corp.**

**National Grid Millennium LLC**

**National Grid Partners Inc. (formerly, National Grid Technologies, Inc.)**

**NGV US Distributed Energy Inc. (formerly, National Grid Green Homes Inc.)**

**North East Transmission Co., Inc.**

**Vermont Green Line Devco, LLC**

By: \_\_\_\_\_

Name: Francine Kollydas  
Title: Treasurer

**Boston Gas Company**

**Colonial Gas Company**

**KeySpan Gas East Corporation**

**Massachusetts Electric Company**

**Nantucket Electric Company**

**National Grid Generation LLC**

**National Grid Glenwood Energy Center LLC**

**National Grid LNG LLC (formerly, National Grid LNG LP)**

**National Grid Port Jefferson Energy Center LLC**

**National Grid USA**

**New England Electric Transmission Corporation**

**New England Energy Incorporated**

**New England Hydro-Transmission Corporation**

**New England Hydro-Transmission Electric Company, Inc.**

**New England Power Company**

IN WITNESS WHEREOF, all of the current Parties to the Agreement have caused this First Amendment to be executed on their behalf by their respective duly authorized signatories as of the Amendment Effective Date.

**National Grid USA Service Company, Inc.**

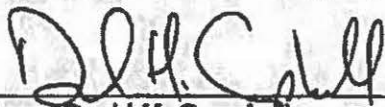
By: \_\_\_\_\_  
Name: David H. Campbell  
Title: Vice President

**KeySpan Plumbing Solutions, Inc.**  
**Metro Energy L.L.C.**  
**National Grid Algonquin LLC**  
**National Grid Connect Inc.**  
**National Grid Energy Management LLC**  
**National Grid Energy Services LLC**  
**National Grid IGTS Corp.**  
**National Grid Millennium LLC**  
**National Grid Partners Inc. (formerly, National Grid Technologies, Inc.)**  
**NGV US Distributed Energy Inc. (formerly, National Grid Green Homes Inc.)**  
**North East Transmission Co., Inc.**  
**Vermont Green Line Devco, LLC**

By: Francine Kollydas  
Name: Francine Kollydas  
Title: Treasurer

**Boston Gas Company**  
**Colonial Gas Company**  
**KeySpan Gas East Corporation**  
**Massachusetts Electric Company**  
**Nantucket Electric Company**  
**National Grid Generation LLC**  
**National Grid Glenwood Energy Center LLC**  
**National Grid LNG LLC (formerly, National Grid LNG LP)**  
**National Grid Port Jefferson Energy Center LLC**  
**National Grid USA**  
**New England Electric Transmission Corporation**  
**New England Energy Incorporated**  
**New England Hydro-Transmission Corporation**  
**New England Hydro-Transmission Electric Company, Inc.**  
**New England Power Company**

**Niagara Mohawk Power Corporation  
The Brooklyn Union Gas Company  
The Narragansett Electric Company**

By:   
Name: David H. Campbell  
Title: Vice President and Treasurer

**New England Hydro Finance Company, Inc.**

By: \_\_\_\_\_  
Name: Charles V. DeRosa  
Title: President

**Mystic Steamship Corporation**  
By: National Grid NE Holdings 2 LLC


By: \_\_\_\_\_  
Name: Charles DeRosa  
Title: Vice President

**British Transco Capital Inc.  
British Transco Finance Inc.  
Broken Bridge Corp.  
EUA Energy Investment Corporation  
Grid NY LLC  
KeySpan CI Midstream Limited  
KeySpan Energy Corporation  
KeySpan Energy Development Co.  
KeySpan Energy Services Inc.  
KeySpan International Corporation  
KeySpan MHK, Inc.  
KeySpan Midstream, Inc.  
KSI Contracting, LLC  
KSI Electrical, LLC  
KSI Mechanical, LLC  
Land Management and Development, Inc.  
Landwest, Inc.  
Metrowest Realty LLC  
National Grid Development Holdings Corp.  
National Grid Electric Services LLC  
National Grid Energy Trading Services LLC**

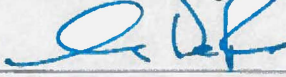
**Niagara Mohawk Power Corporation  
The Brooklyn Union Gas Company  
The Narragansett Electric Company**

By: \_\_\_\_\_  
Name: David H. Campbell  
Title: Vice President and Treasurer

**New England Hydro Finance Company, Inc.**

By:  \_\_\_\_\_  
Name: Charles V. DeRosa  
Title: President

**Mystic Steamship Corporation**  
By: National Grid NE Holdings 2 LLC

By:  \_\_\_\_\_  
Name: Charles DeRosa  
Title: Vice President

**British Transco Capital Inc.  
British Transco Finance Inc.  
Broken Bridge Corp.  
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KeySpan Energy Corporation  
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KeySpan Energy Services Inc.  
KeySpan International Corporation  
KeySpan MHK, Inc.  
KeySpan Midstream, Inc.  
KSI Contracting, LLC  
KSI Electrical, LLC  
KSI Mechanical, LLC  
Land Management and Development, Inc.  
Landwest, Inc.  
Metrowest Realty LLC  
National Grid Development Holdings Corp.  
National Grid Electric Services LLC  
National Grid Energy Trading Services LLC**

**National Grid Engineering & Survey Inc.**  
**National Grid Islander East Pipeline LLC**  
**National Grid LNG LP LLC**  
**National Grid LNG GP LLC**  
**National Grid NE Holdings 2 LLC**  
**National Grid North East Ventures Inc.**  
**National Grid Services Inc.**  
**National Grid Transmission Services Corporation**  
**NEES Energy, Inc.**  
**Newport America Corporation**  
**NGNE LLC**  
**NGV US Transmission Inc. (formerly, GridAmerica Holdings Inc.)**  
**Niagara Mohawk Energy, Inc.**  
**Niagara Mohawk Holdings, Inc.**  
**NM Properties, Inc.**  
**Opinac North America, Inc.**  
**Philadelphia Coke Co., Inc.**  
**Port of the Islands North LLC**  
**Transgas Inc.**  
**Upper Hudson Development Inc.**  
**Valley Appliance and Merchandising Company**  
**Wayfinder Group, Inc.**

By: 

Name: Charles V. DeRosa

Title: Vice President